



MILWAUKEE COMMUNITY SAILING CENTER

Name of Event:

Date of Event:

Time of Event:

## EVENT RENTAL CONTRACT

This is the Milwaukee Community Sailing Center's (MCSC) Rental Contract ("Agreement"). This Agreement is between the Renter and MCSC. In this Agreement the words "you," "your," "yours," and "Renter" mean the person who has signed as "Renter" at the end of this document.

### RENTAL FEES INCLUDE:

- Exclusive rental of the Windhover Community Room and Sullivan Deck during the designated times as specified in the contract. Guests are not allowed in any other area of MCSC, particularly first level classrooms and/or administrative offices unless stated in contract. See additional fees and classroom rental section below.
- Access provided to set-up/take-down crew of approved caterer or of approved equipment Rental Company during the rental period or as agreed upon by MCSC.
- Access to MCSC leased parking lot. Parking space is not guaranteed and is based on first-come, first-served basis. Renter can arrange for valet parking through an approved valet parking provider. Valet parking fees are not covered by this Agreement and are the sole responsibility of the Renter.
- Access to first and second floor restroom facilities.
- Access to staging kitchen.

### ADDITIONAL FEES:

- 5.6% Wisconsin sales tax (If tax-exempt, copy of exemption is required)
- Additional hourly rental of the Windhover community room – Each additional hour beyond the allotted rental time is charged at a rate of \$250.00 per hour.
- Event Rentals – Additional items such as linens, lanterns, chairs, tables, must be rented from an approved provider. MCSC has audio visual equipment that is available for use on a first request, first serve basis with your rental agreement. See rental detail below to indicate your equipment needs. Additional equipment must be provided by an approved vendor. Event rentals should be confirmed 45 days and 3 days prior to your event. Rental equipment cannot be placed within the Windhover room without approval of MCSC staff and not before the day of the event.
- MCSC classrooms may be rented at an additional charge of \$150 per classroom.

**PAYMENT SCHEDULE:** Reservations require a signed contract and non-refundable deposit of 50% of the rental fee to secure your date. The remaining balance is due 45 days prior to your rental date. If the balance is not paid, your event will be cancelled.

**CLEANING/DAMAGE DEPOSIT:** In addition to your rental fee, a separate refundable cleaning/damage deposit of \$500 is due 45 days prior to your rental date. The following requirements must be met to receive a full refund of the deposit:

1. No physical damage to the building, equipment, or property.
2. No excessive cleaning required as a result of the event use.
3. You must remove all decorations and personal property from the venue at the end of your event. (No decorations, signs, etc. may be attached to any wall/window or surface of the interior or exterior of the MCSC facilities).
4. All rental equipment must be neatly stacked in the service area for pick-up.
5. All trash must be cleaned up and placed in the dumpster.
6. You and your guests must follow all MCSC rules and have vacated the property at the time designated in the contract.
7. The MCSC grounds and equipment – boats, docks, buildings, etc. must not be damaged in any way.
8. Followed other considerations stipulated in the contract.

*If MCSC determines, in its sole discretion, that the above terms have been satisfied, your cleaning/damage deposit will be refunded one week (seven days) after your event. The cleaning/damage deposit shall not be considered to be a limitation*

*on Renter's liability for any damage to MCSC facilities. Renter shall be responsible for any and all actual repair or cleaning costs incurred by MCSC for damages caused during Renter's use of the facility.*

**CANCELLATIONS:** Cancellations made 45 days or more prior to the event will forfeit the initial deposit. Cancellations made within 45 days of the event will forfeit the full rental amount including any event rentals or additional charges that have been confirmed at the point of cancellation. All cancellations must be made in writing and signed by Renter.

**TRANSFER OF EVENT DATE:** If you need to change the date of your event, a one-time transfer of your deposit can be made without penalty if the transfer is made 45 or more days prior to the event date. If additional transfers are needed, an additional \$200 charge per transfer will apply. Within 45 days of the event, all transfers of dates will be charged \$200. All requests for transfers must be made in writing. You are responsible for any difference from the contracted rate to the current rate of the new chosen date at the time of the transfer. The new date must be within one year of the original date. Transfers between responsible parties are not allowed.

**CATERERS/RENTAL AGENCIES:** MCSC has an exclusive Caterer and approved Rental Agency list, which is available upon request. Renter is prohibited from using a caterer or equipment Rental Company not reflected on the list without the express, written approval from MCSC in its sole discretion. All requests for exceptions to this provision must be submitted to MCSC at least 45 days in advance of the event.

**ALCOHOL:** The following rules apply to alcohol service at MCSC:

1. A certified, licensed and insured bartender employed by our exclusive caterer must handle, transport, control and serve all alcoholic beverages at your event.
2. All bartenders must be certified or licensed by the state of Wisconsin to serve alcohol.
3. All alcohol service and consumption must comply with Wisconsin state liquor laws.
4. Only bartenders employed by the hired bartending service may have control of and serve alcoholic beverages at the event. The Renter and guests of the event are not allowed to serve alcoholic beverages at the event.
5. Alcohol service must end thirty (30) minutes prior to the end of the event.
6. During the event, MCSC facilities must be available to invited guests only. Because the MCSC is in a county park, alcohol must remain on the premises rented (i.e. Windhover Room, Sullivan Deck). Alcoholic beverages are not allowed in Veterans Park.
7. MCSC reserves the right to end alcohol service and/or the event at any time if MCSC staff or the approved caterer determines that any of the rules pertaining to alcohol service have not been complied with or determines that violations have occurred in connection with the service of alcohol at the event.
8. All of the approved caterers and approved bartending services have provided MCSC with a current certificate of Liquor Liability insurance with limits of at least \$1,000,000 per occurrence and name MCSC as an additional insured on the policy. These insurance requirements are the minimum requirements and shall not be considered indicative of the limit(s) and type(s) of insurance needed by the Renter or caterer or a limitation of liability in the event of claim.
9. You agree to comply with and cause the event to comply with all of the forgoing provisions. In addition, you agree to hold harmless, defend and indemnify MCSC from and against any claims, injuries, causes of action, damages or expenses whatsoever resulting from and arising out of the service or consumption of alcohol at the event, or any failure to comply with the Rental contract.

**CAPACITY:** The maximum number of guests is limited to 140 people. The Windhover Room can accommodate up to 140 people, however, only 120 can be seated at 60" round tables of 8. Please ask ZHG for a seating chart when planning your event.

**PARKING:** MCSC has public parking for about 90 cars; however, the parking lot is a first-come first-served basis and is also open to the MCSC membership and staff during its hours of operation. You may wish to provide valet parking for your guests and that is available only through a licensed, approved, valet parking service.

**EXITING VETERANS PARK:** Please be aware MCSC is located in the heart of Milwaukee County's Veterans Park. Please obey the speed limit when exiting on Lagoon Drive. The park and Windhover Community Room must be vacated by 10 PM.

**MUSIC:** Sound must be kept at an acceptable level for others and not in violation of any city and/or county ordinances.

**SULLIVAN DECK:** MCSC does not allow cooking or food preparation on the Sullivan Deck. Tables and bar service may be set up on the deck; however, upholstered chairs may not be set up outside because of possible damage.

**SMOKING:** MCSC is a non-smoking facility. Smoking of any kind is not allowed in any buildings or on the Sullivan Deck. Violation of this rule will result in an immediate shut-down of the event and forfeiture of the cleaning/damage deposit.

**ACCESS TO GROUNDS:** Renter, Renter's guests, approved caterer, and approved equipment Rental Company are granted access to MCSC grounds solely for the purposes of facilitating the use of the Windhover room for Renter's event. Such access shall include the pathway from the MCSC parking lot to the Windhover room and vehicle access for the caterer and equipment Rental Company for the purpose of setting up and taking down equipment before and after the event. Any other access to the MCSC grounds is strictly prohibited. Under no circumstances shall Renter allow Renter's guests to have access to the MCSC docks or boats for any reason.

**DECORATIONS:**

- Decorations must be set up and taken down in the allotted rental time. The area must be cleaned up and any trash removed at the end of your event.
- You are welcome to decorate; however, MCSC does not allow tacking, taping, nailing and tying to any surfaces.
- Candles are allowed as long as the flame is contained within glass.
- Items that are difficult to clean up such as confetti, flower petals, or streamers are not permitted.
- Sparklers and other forms of fireworks are not permitted.
- The release of balloons or Chinese lanterns is not permitted.
- Approval is required for all tents. Because of multiple electrical lines running through our grounds, staking is prohibited except where deemed safe by an approved survey. Tents are only allowed when the grounds have been rented for your event. Please indicate your desire to use the grounds in the contract detail below.
- Any rental items you bring or have delivered are your responsibility. You are responsible to set up and take down all rental items. Please arrange to have your rental items picked up as stipulated in the contract. MCSC is not responsible for loss, theft or damage to rental items.

**TERMINATION:** MCSC reserves the right, at any time prior to or during your use of the facilities, to cancel your reservation and terminate your agreement in the event of emergency, physical damage to the building, or other occurrence which at the sole discretion of MCSC, or the city and/or county of Milwaukee, renders MCSC unsuitable or unsafe for use, or which requires use of MCSC for emergency purposes. Renter acknowledges by signing below that MCSC is located in a Milwaukee County park and that access to MCSC may be limited as a result of events scheduled by Milwaukee County, City of Milwaukee, or other users of Veterans Park and the lakefront area. Renter understands that it is Renter's responsibility to assure that access to MCSC will not be restricted during Renter's event, and MCSC shall not be responsible for access limitations not caused by MCSC's conduct.

Occurrences forming the basis for termination include, without limitation any of the following:

- Fire, flood, inclement weather, earthquake, weather damage, other casualty or act of God causing physical damage to the building, grounds, park or marina.
- Improvements, alterations, or repairs required by law or otherwise necessary to put or maintain the building and facilities in a safe and fully functional condition including unexpected delays in said repairs.
- Fire, flood, inclement weather, earthquake, act of God, war, or riot creating an emergency situation requiring MCSC or the park or Marina to be used for coordination of relief efforts or emergency housing and storage.
- Power failure, restrictive curfews, or other causes beyond the control of MCSC which render the facility unfit for intended use.

*In the event that your reservation and this agreement are terminated pursuant to this provision, MCSC will refund your rental fee. MCSC shall not, however, be held responsible for any direct, indirect, incidental or consequential damages resulting from such termination.*

**INDEMNIFICATION:** Renter shall hold harmless, defend and indemnify MCSC, its officers, employees and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses (including but not limited to actual attorney's fees) because of bodily injury, sickness, disease or death, injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this Contract by Renter, (b) Renter's use of MCSC premises, or (c) any act, error, or omission on the part of the Renter, or its agents, employees, guests, invitees or subcontractors, except where such claims, losses, causes of action, judgments, damages and expenses result solely from the willful conduct of MCSC, its officers, employees, or agents.

**FAILURE TO ADHERE** to any part of this contract will result in a partial or no refund of your cleaning deposit. If there is any physical damage to the building, grounds, furnishings, or equipment, your deposit will be retained until the cost of repair or replacement can be determined. If the cost of said repair or replacement exceeds the deposit, you will be billed for such additional sum and you agree that it shall be immediately due and payable.

**ENTIRE AGREEMENT:** This written document is the comprehensive agreement between MCSC and Renter regarding the event. All prior oral agreements are null and void. This document may be amended only in a subsequent written agreement that is executed by Renter and MCSC.

**MCSC CONTRACT #**

<b>Date of Event</b>	
<b>Name of Event:</b>	
<b>Time of Rental:</b>	
<b>Time of Set Up:</b>	
<b>Time of Clean Up:</b>	

**Contact Information:**

<b>Name:</b>		
<b>Company:</b>		
<b>Phone: (Home:)</b>	<b>(Work:)</b>	<b>(Cell:)</b>
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip:</b>
<b>Email:</b>		
<b>How did you learn about MCSC?</b>		
<b>Name/Address on MCSC Membership?</b>		

**Notes:**

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**Event Details:**

<b>Anticipated Number of Guests</b>	
<b>Will alcohol be served?</b>	

**Fees and Details - The Renter agrees to Pay**

<b>Rental Fee:</b> Use of yard? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>N/C with rental of Windhover Room</b>
<b>5.6% Wisconsin Sales Tax</b> (If Exempt - Copy of Tax Exempt # is required)	\$
<b>\$500 damage deposit (separate, refundable check)</b>	\$
<b>Classroom (2) Rental - \$150 per classroom</b>	\$
<b>Extra Rental Hours - \$250 x <input type="text"/> hours</b>	\$
<b>Décor/AV items (details – check all that apply)</b> <input type="checkbox"/> high lumen projector <input type="checkbox"/> 55" smart TV <input type="checkbox"/> wireless microphones (2) <input type="checkbox"/> speakers/speaker stands (2) <input type="checkbox"/> cabled microphones (2)	<b>Available at no charge on a first request, first use basis.</b>
<b>Additional Fees:</b>	\$
<b>Optional Donation to MCSC (Tax Deductible)</b>	\$
<b>TOTAL</b>	\$

<b>Deposit Paid</b>	<b>Received On (Date:)</b>
<b>Balance Due</b>	<b>Due Date (45 days prior to event):</b>

As the Renter, I (we) hereby agree to be personally responsible on behalf of myself (ourselves)/my/our organization and guests for any damage sustained at the MCSC during my event. This contract is not valid until signed by both parties. All changes to this contract must be in writing.

**AGREED TO AND ACCEPTED:**

<b>Renter-Signature/Date</b>	
<b>MCSC-Signature/Date</b>	